



**TOWN OF SILVER CITY, NEW MEXICO**

**ORDINANCE NO. 1176**

AN ORDINANCE AMENDING AND SUPERSEDING RESOLUTION NO. 2008-07, ADOPTED FEBRUARY 26, 2008, AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED LOAN AGREEMENT (“LOAN AGREEMENT”) BY AND BETWEEN THE TOWN OF SILVER CITY, NEW MEXICO (THE “GOVERNMENTAL UNIT”) AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN ONE MILLION THREE HUNDRED THIRTEEN THOUSAND DOLLARS (\$1,313,000), TOGETHER WITH INTEREST, COSTS OF ISSUANCE AND ADMINISTRATIVE FEES THEREON, FOR THE PURPOSE OF FINANCING THE COSTS OF IMPROVEMENTS TO THE GOVERNMENTAL UNIT’S WATER UTILITY SYSTEM INCLUDING REPLACEMENT OF THE SCADA SYSTEM AND REPLACEMENT OF THE GOVERNMENTAL UNIT’S MAIN WELL; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE PLEDGED REVENUES; SETTING A MAXIMUM INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Ordinance, unless the context requires otherwise.

WHEREAS, the Governmental Unit is a municipality organized and existing under the laws of the State and in particular, Chapter 38 of the New Mexico Territory Session Laws of 1878, being an Act to Incorporate the Town of Silver City, adopted on February 15, 1878, as amended and supplemented, and pursuant to Section 3-2-1 et seq., NMSA 1978; and

WHEREAS, funds may be provided from the Drinking Water State Revolving Loan Fund to finance infrastructure projects in the State; and

WHEREAS, on February 26, 2008, the Governing Body on behalf of the Governmental Unit adopted Resolution No. 2008-07 (the “Resolution”), authorizing the execution of a Loan Agreement (the “Original Loan Agreement”) and an Intercept Agreement (the “Original Intercept Agreement”) with the New Mexico Finance Authority (“NMFA”) to provide financing for the costs of the Project; and

WHEREAS, on April 18, 2008, the Governmental Unit entered into the Original Loan Agreement with the NMFA to provide funding in the amount of eight hundred eight thousand dollars (\$808,000) for the Project; and

WHEREAS, it has been determined that additional funds and an extension of the construction period will be necessary to complete the Project; and

WHEREAS, additional moneys have been made available for the Project from the Drinking Water State Revolving Loan Fund, increasing the amount previously provided for the Project and approved in the Resolution, and a one (1) year extension to the construction period has been approved by the NMFA's Board of Directors; and

WHEREAS, it is in the best interests of the Governmental Unit that the Original Loan Agreement and Original Intercept Agreement for the Project be amended and restated as provided herein; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Amended and Restated Loan Agreement ("Loan Agreement") and the Amended and Restated Intercept Agreement ("Intercept Agreement"), as approved by this Ordinance, and that it is in the best interest of the Governmental Unit that the Loan Agreement and the Intercept Agreement be executed and delivered and that the financing of the Project take place by executing and delivering the Loan Agreement and the Intercept Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues, and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the faith and credit of the Governmental Unit or the State; and

WHEREAS, other than the Pledged Revenues, no tax revenues collected by the Governmental Unit shall be pledged to the Loan Agreement; and

WHEREAS, there have been presented to the Governing Body, and there presently are on file with the Town Clerk, this Ordinance, the form of the Loan Agreement and the form of the Intercept Agreement; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan Agreement is to be used for governmental purposes of the Governmental Unit and will

not be used for purposes which would cause the Loan Agreement to be deemed a “private activity bond” as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the NMFA (or its assigns) for the payment of amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement, which are required to have been obtained by the date of this Ordinance have been obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF SILVER CITY, NEW MEXICO:

Section 1. Definitions. Capitalized terms defined in this Section 1 shall, for all purposes, have the meaning herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Act” means the Drinking Water State Revolving Loan Fund Act, Section 6-21A-1 et seq., NMSA 1978, as amended, and the general laws of the State, including Section 3-31-1 et seq., NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement, including this Ordinance.

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee, payable to the NMFA as 0.125% of that portion of the Aggregate Disbursements then outstanding and repayable with interest as a part of each semi-annual Loan Agreement Payment, for the costs of originating and servicing the Loan, as shown in the Final Loan Agreement Payment Schedule.

“Aggregate Disbursements” means, at any time after the Closing Date, the sum of (i) the Expense Fund Component and (ii) the aggregate amounts disbursed to the Governmental Unit from the Program Account for payment of the incurred costs of the Project.

“Authorized Officers” means the Mayor, Town Manager/Finance Director and Town Clerk of the Governmental Unit.

“Bonds” means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the NMFA and related to the Loan Agreement and the Loan Agreement Payments.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement and the Intercept Agreement authorized by this Ordinance.

“Completion Date” means the date of final payment of the cost of the Project.

“Debt Service Account” means the debt service account established in the name of the Governmental Unit and administered by the NMFA to pay principal and interest on the Loan Agreement as the same become due.

“Distributing State Agency” means the department or agency of the State, as described in the Term Sheet, authorized to distribute the Pledged Revenues to or on behalf of the Governmental Unit.

“Expense Fund” means the expense fund created in the Loan Agreement to be held and administered by the NMFA to pay Expenses.

“Expense Fund Component” means an additional amount equal to one percent (1%) of each disbursement from the Program Account for the Project, simultaneously withdrawn from the Program Account and deposited in the Expense Fund to pay Expenses.

“Expenses” means the costs of issuance of the Loan Agreement and the Bonds, if any, and periodic and regular fees and expenses incurred by the NMFA in administering the Loan Agreement, including legal fees.

“Final Disbursement” means the final disbursement of moneys from the Program Account to the Governmental Unit, which shall occur no later than April 18, 2012, except as otherwise provided in the Loan Agreement.

“Final Loan Agreement Payment Schedule” means the schedule of Loan Agreement Payments due on the Loan Agreement following the Final Disbursement, as described in the Loan Agreement.

“Governing Body” means the duly organized Town Council of the Governmental Unit and any successor governing body of the Governmental Unit.

“Governmental Unit” means the Town of Silver City in Grant County, New Mexico.

“Herein”, “hereby”, “hereunder”, “hereof”, “hereinabove” and “hereafter” refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

“Intercept Agreement” or “Amended and Restated Intercept Agreement” means the Intercept Agreement dated the Closing Date, between the Governmental Unit and the NMFA providing for the direct payment by the Distributing State Agency to the NMFA of the Pledged Revenues in amounts sufficient to pay Loan Agreement Payments under the circumstances specified in the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

“Loan” or “Loan Amount” means the funds to be loaned by the NMFA to the Governmental Unit in the Loan Agreement Principal Amount, pursuant to the Loan Agreement.

“Loan Agreement” or “Amended and Restated Loan Agreement” means the loan agreement dated the Closing Date between the NMFA and the Governmental Unit, as authorized

by this Ordinance, which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the NMFA, and any amendments or supplements thereto, including the exhibits attached to the Loan Agreement.

“Loan Agreement Payment” means, collectively, all payments due under the Loan Agreement including principal, interest and Administrative Fees, to be paid by the Governmental Unit as payment on the Aggregate Disbursements under the Loan Agreement as shown on the Final Loan Agreement Payment Schedule.

“Loan Agreement Principal Amount” means, as of any date of calculation, the Aggregate Disbursements (including the Expense Fund Component), up to the Maximum Principal Amount.

“Maximum Principal Amount” means one million three hundred thirteen thousand dollars (\$1,313,000).

“NMFA” means the New Mexico Finance Authority.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

“Ordinance” means this Ordinance No. 1176 adopted by the Governing Body of the Governmental Unit on March 23, 2011, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet and the Final Loan Agreement Payment Schedule, as supplemented from time to time in accordance with the provisions hereof.

“Original Intercept Agreement” means the Intercept Agreement entered into by and between the Governmental Unit and the NMFA on April 18, 2008, and relating to the Project.

“Original Loan Agreement” means the Drinking Water State Revolving Loan Fund Loan Agreement, No. 2072-DW, entered into by and between the Governmental Unit and the NMFA on April 18, 2008, and relating to the Project.

“Parity Obligations” mean the obligations of the Governmental Unit under the Loan Agreement and any other obligations now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with the Loan Agreement, including any such obligations shown on the Term Sheet.

“Pledged Revenues” means the revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments pursuant to this Ordinance and described in the Term Sheet.

“Program Account” means the account in the name of the Governmental Unit established and held by the NMFA for deposit of the net proceeds of the Loan Agreement for disbursement to the Governmental Unit to pay the costs of the Project.

“Project” means the project described in the Term Sheet.

“State” means the State of New Mexico.

“Term Sheet” means Exhibit “A” to the Loan Agreement.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance, the Loan Agreement or the Intercept Agreement) by the Governing Body and officers of the Governmental Unit directed toward the acquisition and construction of the Project and the execution and delivery of the Loan Agreement, including but not limited to the Resolution as amended and superseded by this Ordinance, the Original Loan Agreement and the Original Intercept Agreement, shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan Agreement. The acquisition and construction of the Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Governmental Unit and its residents, and the issuance and delivery of the Loan Agreement in the Maximum Principal Amount is necessary or advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan Agreement are not sufficient to defray the cost of acquiring and constructing the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible and prudent to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary in the interest of the public health, safety, and welfare of the residents and the public served by the Governmental Unit.

F. The Governmental Unit will acquire and construct the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement.

H. The net effective interest rate on the Maximum Principal Amount shall not exceed 12% per annum which is the maximum rate permitted by State law.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourths majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring and constructing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and the Intercept Agreement evidencing a special limited obligation of the Governmental Unit to pay a principal amount of one million three hundred thirteen thousand dollars (\$1,313,000) and interest and Administrative Fees thereon, and the execution and delivery of the Loan Agreement and the Intercept Agreement is hereby authorized. The Governmental Unit shall use the proceeds of the Loan (i) to finance the acquisition and construction of the Project and (ii) to pay the costs of issuance of the Loan Agreement and the costs of issuance of the Bonds, if any. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and the Intercept Agreement shall be in substantially the form of the Loan Agreement and the Intercept Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an amount not to exceed the Maximum Principal Amount of one million three hundred thirteen thousand dollars (\$1,313,000). The Loan Agreement Principal Amount shall be payable in installments of principal due on May 1 of the years designated in the Final Loan Agreement Payment Schedule and bear interest payable on May 1 and November 1 of each year, commencing on May 1, 2011, at the rates designated in the Loan Agreement, including the Term Sheet, which rates include the Administrative Fee.

Section 6. Approval of Loan Agreement and Intercept Agreement. The form of the Loan Agreement and the form of the Intercept Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the Town Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.



Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and the Intercept Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Ordinance, the Loan Agreement and the Intercept Agreement, and the Loan Agreement shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Ordinance, the Loan Agreement or the Intercept Agreement, nor any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues) or as imposing a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Loan Agreement, the Intercept Agreement or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds; Completion of Acquisition and Construction of the Project.

A. Program Account. The Governmental Unit hereby consents to creation of the Program Account, Expense Fund and Debt Service Account to be held and maintained by the NMFA as provided in the Loan Agreement. The Governmental Unit hereby approves of the deposit of a portion of the proceeds of the Loan Agreement in the Program Account and Expense Fund.

The proceeds derived from the execution and delivery of the Loan Agreement and the Intercept Agreement shall be deposited promptly upon receipt thereof in the Expense Fund and the Program Account, as provided in the Loan Agreement and the Intercept Agreement.

Until the Completion Date or the date of the Final Disbursement, the money in the Program Account shall be used and paid out solely for the purpose of acquiring and constructing the Project and to pay Expenses in compliance with applicable law and the provisions of the Loan Agreement.

B. Prompt Construction of the Project. The Governmental Unit will acquire, construct and complete the Project with all due diligence.

C. Project Reporting. At all times following the Closing Date, until the Completion Date, the Governmental Unit shall provide regular reports to the NMFA regarding the Project, in accordance with the Loan Agreement.

D. Completion of Acquisition and Construction of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the NMFA a certificate stating that the acquisition and construction of and payment for the Project have been completed. As soon as practicable, and in any event not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be withdrawn from the Program Account and transferred as provided in the Loan Agreement.

E. NMFA Not Responsible for Application of Loan Proceeds. The NMFA shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues; Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pledged Revenues shall be paid directly by the Governmental Unit to the NMFA, or shall be paid to the NMFA by the Distributing State Agency in accordance with the Intercept Agreement, in an amount sufficient to pay principal, interest, Administrative Fees and any other amounts due under the Loan Agreement, as provided in Section 5.2 of the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Debt Service Account if the amount in the Debt Service Account totals a sum at least equal to the entire aggregate amount of Loan Agreement Payments to become due as to principal, interest on, Administrative Fees and any other amounts due under the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal, interest and Administrative Fee requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided in Section 9(D) of this Ordinance.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Debt Service Account shall be transferred to the Governmental Unit on a timely basis and applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds or obligations subordinate and junior to the Loan Agreement, or purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement and the Intercept Agreement, the Pledged Revenues are hereby authorized to be pledged, and are hereby pledged, and the Governmental Unit grants a security interest therein, for the payment of the

principal, Administrative Fees, interest, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein, and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance, the Loan Agreement and the Intercept Agreement including, but not limited to, the execution and delivery of closing documents and reports in connection with the execution and delivery of the Loan Agreement and the Intercept Agreement, and the publication of the summary of this Ordinance set out in Section 17 of this Ordinance (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Ordinance. Prior to the date of the initial delivery of the Loan Agreement and the Intercept Agreement to the NMFA, the provisions of this Ordinance may be supplemented or amended by ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. This Ordinance may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Ordinance Irrepealable. After the Loan Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and Town Clerk, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 17 below) shall be published in a newspaper which is of

general circulation in the Governmental Unit, and said Ordinance shall be in full force and effect thereafter, in accordance with law.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

*[Remainder of page intentionally left blank.]*

*[Form of Summary of Ordinance for Publication.]*

**Town of Silver City, New Mexico  
Notice of Adoption of Ordinance**

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 1176, duly adopted and approved by the Governing Body of the Town of Silver City, New Mexico (the "Governmental Unit"), on March 23, 2011. Complete copies of the Ordinance are available for public inspection during normal and regular business hours in the office of the Town Clerk, 101 W. Broadway Street, Silver City, New Mexico 88061.

The title of the Ordinance is:

**TOWN OF SILVER CITY, NEW MEXICO  
ORDINANCE NO. 1176**

AN ORDINANCE AMENDING AND SUPERSEDING RESOLUTION NO. 2008-07, ADOPTED FEBRUARY 26, 2008, AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED LOAN AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE TOWN OF SILVER CITY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF NO MORE THAN ONE MILLION THREE HUNDRED THIRTEEN THOUSAND DOLLARS (\$1,313,000), TOGETHER WITH INTEREST, COSTS OF ISSUANCE AND ADMINISTRATIVE FEES THEREON, FOR THE PURPOSE OF FINANCING THE COSTS OF IMPROVEMENTS TO THE GOVERNMENTAL UNIT'S WATER UTILITY SYSTEM INCLUDING REPLACEMENT OF THE SCADA SYSTEM AND REPLACEMENT OF THE GOVERNMENTAL UNIT'S MAIN WELL; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE PLEDGED REVENUES; SETTING A MAXIMUM INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

The title sets forth a general summary of the subject matter contained in the Ordinance. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

*[End of Form of Summary for Publication.]*



Governing Body Member, Councilor Cynthia Ann Bettison, then moved adoption of the foregoing Ordinance duly seconded by Governing Body Member, Councilor Michael S. Morones.

The motion to adopt said Ordinance, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: Councilor Cynthia Ann Bettison  
Councilor Jamie K. Thomson  
Councilor Michael S. Morones  
\_\_\_\_\_  
\_\_\_\_\_

Those Voting Nay: none  
\_\_\_\_\_

Those Absent: Councilor position for District 3 is vacant  
\_\_\_\_\_

Three (3) members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Ordinance adopted, whereupon the Mayor and the Town Clerk signed the Ordinance upon the records of the minutes of the Governing Body.

After consideration of other matters not relating to the Ordinance, the meeting on motion duly made, seconded and carried, was adjourned.

TOWN OF SILVER CITY, NEW MEXICO

/s/  
By \_\_\_\_\_  
James R. Marshall, Mayor

[SEAL]

ATTEST:

/s/  
By \_\_\_\_\_  
Ann L. Mackie, CMC, Town Clerk

STATE OF NEW MEXICO            )  
  ) ss.  
COUNTY OF GRANT                )

I, Ann L. Mackie, the duly appointed, qualified, and acting Town Clerk of the Town of Silver City, New Mexico (the “Governmental Unit”), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Town Council (the “Governing Body”), constituting the governing body of the Governmental Unit, had and taken at a duly called regular meeting held at the Grant County Administration Center, 1400 Highway 180 East, Silver City, New Mexico, on March 23, 2011, at the hour of 6:00 p.m., insofar as the same relate to the adoption of the Ordinance and the execution and delivery of the proposed Loan Agreement, copies of which are set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of the March 23, 2011 meeting was given by the Governmental Unit in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the Governmental Unit’s Open Meetings standards presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 29th day of April, 2011.

TOWN OF SILVER CITY, NEW MEXICO

[SEAL]

  /s/  
By \_\_\_\_\_  
Ann L. Mackie, CMC,  
Town Clerk



## **EXHIBIT "A"**

### Notice of Meeting

#### **LEGAL NOTICE**

The Town of Silver City Council re-scheduled their regular meeting on March 22, 2011 to change the meeting date to Wednesday, March 23, 2011 at 6:00 p.m. at the Grant County Administration Center, 1400 Hwy 180 East, Silver City, New Mexico. The public is invited to attend. Action items on the agenda are:

**Approval of Minutes** - Regular meeting, March 8, 2011, Special Meeting, March 14, 2011

#### **Unfinished Business:**

A. Approval / Disapproval of Ordinance No. 1176: an Ordinance amending and superseding Resolution N. 2008-07, authorizing the execution and delivery of an amended and restated loan agreement by and between the Town of Silver City and the N.M. Finance Authority for improvements of the municipal water utility.

#### **New Business:**

- A. Appointment of 1 member to the Museum Board.
- B. Appointment of 2 members to the Planning and Zoning Commission.

#### **Adjournment**

The complete agenda will be available on March 18, 2011. Agendas are available prior to the meeting and may be obtained at City Hall, 101 W. Broadway and City Hall Annex, 1203 North Hudson, or on the Town's website, [www.townofsilvercity.org](http://www.townofsilvercity.org). Agenda items may be added or deleted until 5:00 PM of the day before the meeting. If you are an individual with a disability who needs a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid service to attend or participate in the hearing or meeting, contact the Town Clerk at 534-6346 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact The Town Clerk if summary or other type of accessible format is needed.